

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CAROL PRICE, an individual and on  
behalf of all others similarly situated,

Plaintiff,

v.

CONVERSE INC., a Massachusetts  
company; DOES 1 through 25,  
inclusive,

Defendants.

Case No. 2:24-cv-08091-FLA (Ex)

STIPULATED PROTECTIVE  
ORDER

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3 (Filing Protected Material), below, that this Stipulated Protective

1 Order does not entitle them to file confidential information under seal; Civil Local  
2 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
3 be applied when a party seeks permission from the court to file material under seal.

4 B. GOOD CAUSE STATEMENT

5 This action is likely to involve source code, trade secrets, and other valuable  
6 research, development, commercial, financial, technical and/or proprietary  
7 information for which special protection from public disclosure and from use for  
8 any purpose other than prosecution of this action is warranted. Such confidential  
9 and proprietary materials and information may consist of, among other things,  
10 Defendant's confidential customer records (including personal identifiable  
11 information (PII) within those records), proprietary and confidential source code,  
12 confidential contracts and communications with third-parties such as TikTok, Inc.,  
13 confidential business or financial information, information regarding confidential  
14 business practices, or other confidential research, development, or commercial  
15 information (including information implicating privacy rights of putative class  
16 members and third parties), information otherwise generally unavailable to the  
17 public, or which may be privileged or otherwise protected from disclosure under  
18 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
19 to expedite the flow of information, to facilitate the prompt resolution of disputes  
20 over confidentiality of discovery materials, to adequately protect information the  
21 parties are entitled to keep confidential, to ensure that the parties are permitted  
22 reasonable necessary uses of such material in preparation for and in the conduct of  
23 trial, to address their handling at the end of the litigation, and serve the ends of  
24 justice, a protective order for such information is justified in this matter. It is the  
25 intent of the parties that information will not be designated as confidential for  
26 tactical reasons and that nothing be so designated without a good faith belief that it  
27 has been maintained in a confidential, non-public manner, and there is good cause  
28 why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: *Price v. Converse Inc.*, 2:24-cv-08091 FLA (Ex).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items,” the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means. Information qualifying for “Highly Confidential – Attorneys’ Eyes Only” may include but is not limited to: (a) marketing, financial, sales, web traffic, research and development, or technical, data or information; (b) commercially sensitive competitive information; (c) information or data relating to future products or product features not yet commercially released and/or strategic plans; and (d) commercial agreements, the disclosure of which is likely to cause harm to the competitive position of the producing party.

2.5 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items: extremely sensitive “Confidential Information or Items” representing computer code and associated comments and revision histories, formulas, engineering specifications, or schematics that define or otherwise describe in detail the algorithms or structure of software or hardware designs, the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.6 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

1           2.7    Designating Party: a Party or Non-Party that designates information  
2 or items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

5           2.8    Disclosure or Discovery Material: all items or information, regardless  
6 of the medium or manner in which it is generated, stored, or maintained (including,  
7 among other things, testimony, transcripts, and tangible things), that are produced  
8 or generated in disclosures or responses to discovery in this matter.

9           2.9    Expert: a person with specialized knowledge or experience in a matter  
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
11 an expert witness or as a consultant in this Action.

12           2.10   House Counsel: attorneys who are employees of a party to this Action.  
13 House Counsel does not include Outside Counsel of Record or any other outside  
14 counsel.

15           2.11   Non-Party: any natural person, partnership, corporation, association,  
16 or other legal entity not named as a Party to this action.

17           2.12   Outside Counsel of Record: attorneys who are not employees of a  
18 party to this Action but are retained to represent or advise a party to this Action and  
19 have appeared in this Action on behalf of that party or are affiliated with a law firm  
20 which has appeared on behalf of that party, including support staff.

21           2.13   Party: any party to this Action, including all of its officers, directors,  
22 employees, consultants, retained experts, and Outside Counsel of Record (and their  
23 support staffs).

24           2.14   Producing Party: a Party or Non-Party that produces Disclosure or  
25 Discovery Material in this Action.

26           2.15   Professional Vendors: persons or entities that provide litigation  
27 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
28 demonstrations, and organizing, storing, or retrieving data in any form or medium)

1 and their employees and subcontractors.

2 2.16 Protected Material: any Disclosure or Discovery Material that is  
3 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’  
4 EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

5 2.17 Receiving Party: a Party that receives Disclosure or Discovery  
6 Material from a Producing Party.

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only  
9 Protected Material (as defined above), but also (1) any information copied or  
10 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
11 compilations of Protected Material; and (3) any testimony, conversations, or  
12 presentations by Parties or their Counsel that might reveal Protected Material.  
13 However, the protections conferred by this Stipulation and Order do not cover the  
14 following information: (a) any information that is in the public domain at the time  
15 of disclosure to a Receiving Party or becomes part of the public domain after its  
16 disclosure to a Receiving Party as a result of publication not involving a violation  
17 of this Order, including becoming part of the public record through trial or  
18 otherwise; and (b) any information known to the Receiving Party prior to the  
19 disclosure or obtained by the Receiving Party after the disclosure from a source who  
20 obtained the information lawfully and under no obligation of confidentiality to the  
21 Designating Party.

22 Any use of Protected Material at trial shall be governed by the orders of the  
23 trial judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Even after final disposition of this litigation, as defined in Section 14 (FINAL  
26 DISPOSITION), the confidentiality obligations imposed by this Order shall remain  
27 in effect until a Designating Party agrees otherwise in writing or a court order  
28 otherwise directs.

1     5.     DESIGNATING PROTECTED MATERIAL

2             5.1     Exercise of Restraint and Care in Designating Material for Protection.

3     Each Party or Non-Party that designates information or items for protection under  
4     this Order must take care to limit any such designation to specific material that  
5     qualifies under the appropriate standards. The Designating Party must designate for  
6     protection only those parts of material, documents, items, or oral or written  
7     communications that qualify so that other portions of the material, documents,  
8     items, or communications for which protection is not warranted are not swept  
9     unjustifiably within the ambit of this Order.

10            Mass, indiscriminate, or routinized designations are prohibited. Designations  
11     that are shown to be clearly unjustified or that have been made for an improper  
12     purpose (e.g., to unnecessarily encumber the case development process or to impose  
13     unnecessary expenses and burdens on other parties) may expose the Designating  
14     Party to sanctions.

15            If it comes to a Designating Party's attention that information or items that it  
16     designated for protection do not qualify for protection at all or do not qualify for the  
17     level of protection initially asserted, that Designating Party must promptly notify all  
18     other parties that it is withdrawing the mistaken designation.

19            5.2     Manner and Timing of Designations. Except as otherwise provided in  
20     this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
21     stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
22     under this Order must be clearly so designated before the material is disclosed or  
23     produced.

24            Designation in conformity with this Order requires:

25            (a) for information in documentary form (e.g., paper or electronic documents,  
26     but excluding transcripts of depositions or other pretrial or trial proceedings), that  
27     the Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY  
28     CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY

1 CONFIDENTIAL – SOURCE CODE” to each page that contains protected  
2 material. If only a portion or portions of the material on a page qualifies for  
3 protection, the Producing Party also must clearly identify the protected portion(s)  
4 (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents or materials available  
6 for inspection need not designate them for protection until after the inspecting Party  
7 has indicated which material it would like copied and produced. During the  
8 inspection and before the designation, all of the material made available for  
9 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
10 ONLY.” After the inspecting Party has identified the documents it wants copied  
11 and produced, the Producing Party must determine which documents, or portions  
12 thereof, qualify for protection under this Order. Then, before producing the  
13 specified documents, the Producing Party must affix the appropriate legend  
14 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
15 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE) to each page that  
16 contains Protected Material. If only a portion or portions of the material on a page  
17 qualifies for protection, the Producing Party also must clearly identify the protected  
18 portion(s) (e.g., by making appropriate markings in the margins).

19 (b) for testimony given in depositions that the Designating Party identify the  
20 Disclosure or Discovery Material on the record before the close of the deposition,  
21 all protected testimony, and specify the level of protection being asserted. When it  
22 is impractical to identify separately each portion of testimony that is entitled to  
23 protection and it appears that substantial portions of the testimony may qualify for  
24 protection, the Designating Party may invoke on the record (before the deposition,  
25 hearing, or other proceeding is concluded) a right to have up to 21 days to identify  
26 the specific portions of the testimony as to which protection is sought and to specify  
27 the level of protection being asserted. Only those portions of the testimony that are  
28 appropriately designated for protection within the 21 days shall be covered by the

1 provisions of this Stipulated Protective Order.

2 Parties shall give the other parties notice if they reasonably expect a  
3 deposition to include Protected Material so that the other parties can ensure that only  
4 authorized individuals who have signed the “Acknowledgment and Agreement to  
5 Be Bound” (Exhibit A) are present at those proceedings.

6 Transcripts containing Protected Material shall have an obvious legend on the  
7 title page that the transcript contains Protected Material, and the title page shall be  
8 followed by a list of all pages (including line numbers as appropriate) that have been  
9 designated as Protected Material and the level of protection being asserted by the  
10 Designating Party. The Designating Party shall inform the court reporter of these  
11 requirements. Any transcript that is prepared before the expiration of a 21-day  
12 period for designation shall be treated during that period as if it had been designated  
13 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
14 otherwise agreed. After the expiration of that period, the transcript shall be treated  
15 only as actually designated.

16 (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on the  
18 exterior of the container or containers in which the information is stored the  
19 appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE  
21 CODE). If only a portion or portions of the information warrants protection, the  
22 Producing Party, to the extent practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive  
25 the Designating Party’s right to secure protection under this Order for such material.  
26 Upon timely correction of a designation, the Receiving Party must make reasonable  
27 efforts to assure that the material is treated in accordance with the provisions of this  
28 Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Civil Local Rule 37-1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties), may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 14 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the

persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except

1 as permitted under this Stipulated Protective Order; and

2 (i) any mediator or settlement officer, and their supporting personnel,  
3 mutually agreed upon by any of the parties engaged in settlement discussions.

4 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
5 ONLY” and “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or  
6 Items. Unless otherwise ordered by the court or permitted in writing by the  
7 Designating Party, a Receiving Party may disclose any information or item  
8 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
9 “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
11 well as employees of said Outside Counsel of Record to whom it is reasonably  
12 necessary to disclose the information for this Action;

13 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
14 necessary for this litigation, (2) who are not current employees of a Party or of a  
15 Party’s competitor, (3) who, at the time of retention, are not anticipated to become  
16 employees of a Party or of a Party’s competitor, and (4) who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) the court and its personnel;

19 (d) court reporters and their staff, professional jury or trial consultants,  
20 and Professional Vendors to whom disclosure is reasonably necessary for this  
21 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
22 (Exhibit A); and

23 (e) the author or recipient of a document containing the information or a  
24 custodian or other person who otherwise possessed or knew the information.

25 8. SOURCE CODE

26 (a) To the extent production of source code becomes necessary in this  
27 case, a Producing Party may designate source code as “HIGHLY CONFIDENTIAL  
28 - SOURCE CODE” if it comprises or includes confidential, proprietary or trade

1 secret source code. The parties confirm that this agreement does not waive or  
2 prejudice either party's right to later challenge such a designation, nor does it  
3 otherwise shift or alter the burden of establishing that material is protected under the  
4 law as a trade secret etc.

5 (b) Protected Material designated as "HIGHLY CONFIDENTIAL –  
6 SOURCE CODE" shall be subject to all of the protections afforded to "HIGHLY  
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY" information and may be  
8 disclosed only to the individuals set forth in Paragraph 7.3.

9 (c) To the extent production of source code becomes necessary in this  
10 case, the parties agree to cooperate in good faith to facilitate the production of such  
11 source code, and, if necessary, to amend this Stipulated Protective Order to facilitate  
12 the production of source code.

13 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
14 IN OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation  
16 that compels disclosure of any information or items designated in this Action as  
17 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
18 ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" that Party must:

19 (a) promptly notify in writing the Designating Party. Such notification  
20 shall include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order  
22 to issue in the other litigation that some or all of the material covered by the  
23 subpoena or order is subject to this Protective Order. Such notification shall include  
24 a copy of this Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to be  
26 pursued by the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with  
28 the subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
2 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” before a  
3 determination by the court from which the subpoena or order issued, unless the Party  
4 has obtained the Designating Party’s permission. The Designating Party shall bear  
5 the burden and expense of seeking protection in that court of its confidential  
6 material, and nothing in these provisions should be construed as authorizing or  
7 encouraging a Receiving Party in this Action to disobey a lawful directive from  
8 another court.

9 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as “CONFIDENTIAL,” “HIGHLY  
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY  
14 CONFIDENTIAL – SOURCE CODE.” Such information produced by Non-Parties  
15 in connection with this litigation is protected by the remedies and relief provided by  
16 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
17 Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party’s confidential information in its possession, and the Party is  
20 subject to an agreement with the Non-Party not to produce the Non-Party’s  
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party  
23 that some or all of the information requested is subject to a confidentiality agreement  
24 with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
27 specific description of the information requested; and

28 (3) make the information requested available for inspection by the Non-

1 Party, if requested.

2 (c) If the Non-Party fails to seek a protective order from this Court within  
3 14 days of receiving the notice and accompanying information, the Receiving Party  
4 may produce the Non-Party's confidential information responsive to the discovery  
5 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
6 not produce any information in its possession or control that is subject to the  
7 confidentiality agreement with the Non-Party before a determination by the Court.  
8 Absent a court order to the contrary, the Non-Party shall bear the burden and  
9 expense of seeking protection in this Court of its Protected Material.

10 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
16 or persons to whom unauthorized disclosures were made of all the terms of this  
17 Order, and (d) request such person or persons to execute the "Acknowledgment and  
18 Agreement to Be Bound" that is attached hereto as Exhibit A.

19 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
20 PROTECTED MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain  
22 inadvertently produced material is subject to a claim of privilege or other protection,  
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
25 procedure may be established in an e-discovery order that provides for production  
26 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
27 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
28 communication or information covered by the attorney-client privilege or work

1 product protection, the parties may incorporate their agreement in the stipulated  
2 protective order submitted to the Court.

3 13. MISCELLANEOUS

4 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the Court in the future.

6 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order, no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this Protective Order.

11 13.3 Filing Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
13 may only be filed under seal pursuant to a court order authorizing the sealing of the  
14 specific Protected Material at issue. If a Party's request to file Protected Material  
15 under seal is denied by the court, then the Receiving Party may file the information  
16 in the public record unless otherwise instructed by the court.

17 14. FINAL DISPOSITION

18 Final disposition shall be deemed to be the later of (1) dismissal of all claims  
19 and defenses in this Action, with or without prejudice; and (2) final judgment herein  
20 after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
21 reviews of this Action, including the time limits for filing any motions or  
22 applications for extension of time pursuant to applicable law. After the final  
23 disposition of this Action, within 60 days of a written request by the Designating  
24 Party, each Receiving Party must return all Protected Material to the Producing  
25 Party or destroy such material. As used in this subdivision, "all Protected Material"  
26 includes all copies, abstracts, compilations, summaries, and any other format  
27 reproducing or capturing any of the Protected Material. Whether the Protected  
28 Material is returned or destroyed, the Receiving Party must submit a written

1 certification to the Producing Party (and, if not the same person or entity, to the  
2 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
3 appropriate) all the Protected Material that was returned or destroyed; and (2)  
4 affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
5 summaries, or any other format reproducing or capturing any of the Protected  
6 Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
7 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
8 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
9 work product, and consultant and expert work product, even if such materials  
10 contain Protected Material. Any such archival copies that contain or constitute  
11 Protected Material remain subject to this Protective Order as set forth in Section 4  
12 (DURATION).

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15. VIOLATION

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.<sup>1</sup>

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: May 6, 2025

TAULER SMITH LLP

By: /s/ Narain Kumar

NARAIN KUMAR, Esq.  
Attorney for Plaintiff

Dated: May 6, 2025

KING & SPALDING LLP

By: /s/ Michael D. Roth

MICHAEL D. ROTH

Attorney for Defendant CONVERSE INC.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 5/7/2025



Honorable Charles F. Eick  
United States Magistrate Judge

<sup>1</sup> Nothing in this Protective Order shall be construed to mean that either party has waived any arguments regarding the validity of redacting documents produced in this case.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Price v. Converse Inc.*, 2:24-cv-08091-FLA (Ex). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**ATTESTATION**

Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), I hereby attest that all signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

Dated: May 6, 2025

KING & SPALDING LLP

By: /s/ Michael D. Roth

MICHAEL D. ROTH

Attorney for Defendant CONVERSE  
INC.